



New York State Public Service Commission

DSL Collaborative Minutes 8/7/01

Input from: Mike Rowley, NYDPS

I. Convene/Introductions/Deliverables

It was announced that the focus of this meeting would be on the status of the line splitting pilot and trial and DSL migration issues. The agenda was also modified to include the "half-ringer issue" at the end of migration

II. Line splitting pilot status:

Verizon reports that the pilot is not proceeding on schedule due to the significant lack of orders. It says that volumes are 6 weeks behind where they should be, and that the deficit cannot be made up later in the trial. It reports that 38% of orders have problems (AECNA wrong, incorrect inventory, etc.) It suspects communications problems between the DLEC and VLEC participants. The pilot is only operating in few of the 20 COs targeted. VZ is concerned that they are not achieving a proper test environment but reports that despite adequate testing, it will be ready for line splitting in October.

One VLEC reports no communications problems and commend the effort VZ has shown thus far. It acknowledges some problems with internal systems and the ability to sign-up "friendly" pilot customers. They expect volumes to improve shortly.

Other VLEC says provisioning problems at DLEC partner has kept hem from submitting orders and is sitting on some. DLEC partner acknowledges EDI problem.

DPS is concerned that schedule is in serious jeopardy. It wants parties to affirm their interest in the pilot.

Also discussed was the timeline issue and what should be done to explore other scenarios. It was suggested that a meeting be set-up to discuss these issues.

III. DSL migrations:

DPS reports that the migration workgroups of the Collaborative continue to meet to explore migration issues. The workgroups have been split into two focus groups: generic DSL migrations (including mass migrations where DLECs are exiting markets) and, and line splitting migrations.

DSL migrations workgroup – DPS reports that this group is working to build off established voice migration procedures to apply to data migrations. DPS is coordinating the process and will document the guidelines when available. Verizon is working on process steps and ISP/DLEC working on necessary information flows.

VZ reports that it has worked the mass migration process already (in Northpoint and current Rhythm's shut-down). It believes a process can be worked out quickly for Commission action.

Rhythms shut-down – The Rhythms bankruptcy was discussed. DPS was concerned whether migrations can occur within the 31-day shut-down period Rhythms envisions if no buyer is found. Verizon believes it can work if proper communication, coordination is accomplished. Rhythms has approximately 7,000 ISP customers in NY. DPS will convene teleconferences to monitor migrations if necessary.

Line splitting migrations – A major issue raised by the workgroup parties was the classification of the line split loop once data was removed. Verizon has agreed to convert the circuit back to UNE-P, but notes that it is not legally bound to do so and is entitled to non-TELRIC cost recovery.

Other parties and staff welcomed this development. Parties did not agree with Verizon's cost issue, but all agreed that this could be worked separately, noting litigation as a solution.

VLEC wanted single LSR order to disconnect data and re-connect UNE-P. Verizon could not commit to that requirement without further investigation.

This was taken off the collaborative agenda until further notice.

Porting problems – One CLEC reports problems porting numbers when DSL is reported on the line. I cannot order new services because Verizon ordering systems automatically reject orders when data is present. Verizon states it can only accept disconnect order from its DLEC customer. CLEC claims delays are experienced when customer requests DLEC to remove data, alleges that sometimes CSR reflects data on line even when not ordered.

Verizon is addressing this as a migration issue. It agrees that prior to mechanization, delays were problem. It reports that new system which automatically

flows disconnect orders from the ISP through the data company and to Verizon currently reports no backlogs. It will work with CLEC to resolve "phantom DSL" problem.

ISP reports delays also exist in returning lines for use.

DPS stressed ability to migrate is the crux of competition. It stated that if this continues to be a problem it might consider requirement to disconnect data upon request of en-user customer with an appropriate LOA.

IV. Other issues:

CLEC brought up issue regarding the placement of "half-ringers" at customer premise in Verizon territory. As agreed to by the parties earlier in this proceeding, Verizon removes such devices for the purpose of adding line shared DSL. One CLEC wanted such devices left in place. It was agreed that this item will be moved off the agenda to be worked off-line by the parties.

DELIVERABLES/NEXT MEETING

- DPS will schedule meeting on or around 9/25 to discuss status of pilot, future line splitting scenarios, and timeline issues.

For questions regarding this document contact: Mike Rowley (212) 290-4260
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COMMONWEALTH OF MASSACHUSETTS
OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION

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Issued: September 4, 2001

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RE: D.T.E. 98-57-Phase III-C - Letter Order on Joint Motion by Verizon
Massachusetts and Covad Communications Company for Entry of Order
According to the Terms as Stipulated by the Parties

Dear Ms. Sousa and Mr. Petrilla:

On July 27, 2001, Verizon Massachusetts ("Verizon") and Covad Communications Company ("Covad"), filed with the Department of Telecommunications and Energy ("Department") a Joint Motion for Entry of Order According to the Terms as Stipulated by the Parties ("Motion"). In their Motion, Verizon and Covad request that the Department approve language for Tariff No. 17 that relates to service and installation intervals for provisioning line sharing collocation augmentations.

On July 31, 2001, the Department requested comments on the Motion from all parties to D.T.E. 98-57-Phase III and supplementary information from Verizon and Covad to explain further the provisioning activities listed under the intervals proposed in the Motion. On August 8, 2001, Verizon and Covad supplemented their Motion ("Supplemental Filing"). No party filed comments or opposition to the Motion.

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www.magnet.state.ma.us/dpu/

As a matter of policy, the Department encourages parties to avoid time-consuming and costly litigation by reaching settlement at the earliest possible stage in a dispute. Boston Gas Company, D.P.U. 96-50-C (Phase I), at 8 (1997); Berkshire Gas Company, D.P.U. 89-112/89-1121/89-1122/89-1123/89-1124, at 8 n.1 (1989). Although Verizon and Covad have reached a settlement on the issue of collocation augmentation intervals, the Department still must evaluate whether the terms of all stipulations reached are just and reasonable. G.L. c. 159, §§ 14, 17; New England Telephone and Telegraph Company, D.P.U. 90-206-B/91-66-B, at 11-12 (1993). To that end, the Department has reviewed the Motion, and the illustrative tariff attached to the Motion, and finds as follows:

On September 29, 2000, the Department issued an Order establishing a 40 business day collocation augmentation interval for line sharing arrangements.¹ On January 8, 2001, the Department granted Verizon's motion to reconsider this interval and set an interim interval of 68 business days, until the Department could determine the final interval after receiving further information from the parties on the necessary activities for line sharing collocation augmentation requests and the associated sub-intervals.²

¹ D.T.E. 98-57-Phase III, at 59 (2000).

² D.T.E. 98-57-Phase III-A, at 21-22 (2001). Verizon's average interval for completing all augmentation requests in Massachusetts for the first half of the year 2000 was 68 business days. Id. at 21.

Verizon and Covad propose to revise the language of Tariff No. 17, Part E, Section 1.1.2.A to establish a 45 business day interval for eight types of line sharing collocation augmentation requests, where the necessary infrastructure is installed and available for use, to be implemented according to the terms agreed to on June 19, 2001, by the carriers participating in the New York Carrier Working Group ("CWG")³ (Motion, exh. I). The agreement sets forth eight sub-intervals with associated collocation tasks, as well as certain "clock-stops" that account for delays that are outside the control of Verizon (Motion, exh. II ("CWG Timelines, Requirements and Guidelines")). For collocation augmentations not included in the CWG agreement, the interval remains 76 business days (Motion at 2). The proposed revision to Section 1.1.2.B provides that Verizon will inform the CLEC by Day 8 whether the 45-day interval or the 76-day interval applies (CWG Timelines, Requirements and Guidelines at 1).

Verizon reported that between October 1, 2000 and April 30, 2001, Verizon provisioned line sharing or line splitting specific augmentations within an average interval of 65 business days (Testimony of Lynelle Reney and James Virga at 5 (May 22, 2001) ("Reney/Virga Testimony")).⁴ For line sharing or line splitting augmentations that involved additional activities (such as providing DC power, additional space, or DS1, DS3, or voice grade facilities), the average interval during the same period was 75 business days (*id.*). Verizon and Covad further indicated that Verizon does not yet have any direct experience in provisioning line sharing collocation augmentations within the shorter 45 business day interval, but that the CWG agreement allows Verizon sufficient time to achieve Verizon's on-time objective, *i.e.* beginning with an 80 percent on-time goal and increasing to a 95 percent on-time goal within six months (Supplemental Filing at 2).

The Department finds that the proposed tariff language and proposed intervals described in the CWG Timelines, Requirements and Guidelines are reasonable, because the proposed intervals recognize that certain line sharing collocation augmentation requests are simpler to provision and require much less time than requests for a new physical collocation arrangement. Furthermore, the 45 business day interval for those requests is significantly shorter than Verizon's previous interval, yet allows Verizon sufficient time to improve its performance in order to achieve the shorter interval reliably. Given that many of the participants in this proceeding are also participants in the CWG, which agreed to the CWG Timelines, Requirements and Guidelines, and no party objected to or commented on Verizon and Covad's Motion, the

³ The New York Public Service Commission ("NYPSC") established the CWG in N.Y.P.S.C. 97-C-0139 to serve as a forum for CLECs to discuss issues related to Verizon New York's provisioning of wholesale services. The NYPSC directed the CWG to establish task-related intervals for collocation augmentation work orders. N.Y.P.S.C. 00-C-0127, at 7 (January 29, 2001).

⁴ In these cases, line sharing or line splitting facilities were added to an existing physical collocation arrangement (Reney/Virga Testimony at 5).

Department concludes that the parties to this proceeding are satisfied with the proposed intervals. In determining the reasonableness of tariff provisions governing the relationship between a wholesale supplier and its customers, the lack of opposition to those provisions by CLECs is persuasive of their reasonableness.

We have reviewed the stipulated terms set forth in the Motion, and we find that they are just and reasonable. Accordingly, pursuant to our general powers under G.L. c. 159, §§ 14 and 17, and c. 30A, § 10, the Department grants the Motion and approves the illustrative tariff page.⁵ In accordance with 220 C.M.R. § 1.10(8), the stipulated terms shall be incorporated into this Order. Furthermore, the Department directs Verizon Massachusetts to file within ten days of the date of this Order, a compliance tariff consistent with the findings contained herein.

By Order of the Department,

/s
James Connelly, Chairman

/s
W. Robert Keating, Commissioner

/s
Paul B. Vasington, Commissioner

/s
Eugene J. Sullivan, Jr., Commissioner

⁵ Although the illustrative tariff incorporates "terms and conditions approved by the Carrier Working Group" by reference, this Order applies only to the CWG terms and conditions as of the date of this Order. The Department notes that the CWG discussions are ongoing. Should the CWG approve terms and conditions that are materially different from those terms outlined in the illustrative tariff, the CWG Timelines, Requirements and Guidelines, and the Supplemental Filing, the Department directs Verizon to file a copy of such new terms for the Department's review and approval. Such filing must be made with the Department no later than ten days after such an agreement.

/s
Deirdre K. Manning, Commissioner

cc: Service List in D.T.E. 98-57-Phase III

Investigation by the Department on its own)
 Motion as to the propriety of the rates and)
 charges set forth in M.D.T.E No. 17, filed with)
 the Department on May 5, 2000 and June 14, 2000) **D.T.E. 98-57, Phase III**
 to become effective October 2, 2000 by New)
 England Telephone and Telegraph Company)
 d/b/a Bell Atlantic – Massachusetts)
)

Verizon Massachusetts ("Verizon MA") and the Parties to D.T.E. 98-57 (Phase III) that have signed below jointly request that the Department enter an order pursuant to its general powers under Mass. General Laws C. 159, § 14 and c. 30A, § 10, and in accordance with 220 C.M.R. 1.10(8), approving the following terms and conditions agreed to by the Parties.

1. In D.T.E. 98-57 (Phase III), the Department established a 40-business day interval for collocation augments for line sharing arrangements. Order, at 59 (9/29/00). On reconsideration, the Department adopted 68 business days on an interim basis pending further information on activities relating to line sharing collocation augmentation requests and their associated sub-intervals. Reconsideration Order, at 21 (1/8/01).

2. Verizon MA and the Parties that have signed below agree that the Department should approve the attached illustrative tariff page (Exhibit I), which establishes a 45 business day interval for collocation augments in Massachusetts in accordance with the terms and conditions agreed to by the New York Carrier Working Group ("CWG") on June 19, 2001. *See* attached "CWG Timelines, Requirements and Guidelines" (Exhibit II). For other collocation augments not covered by the June 19th CWG agreement, a 76 business day interval will apply. Any performance metrics or service measurements approved by the New York Public Service Commission for collocation augment intervals will also apply in Massachusetts in accordance with the Department's January 14, 2000, Letter Order in D.T.E. 99-271 (Exhibit III).

3. Verizon MA and the Parties that have signed below further agree that the tariff provisions regarding training for virtual collocation arrangements reflected in the second sentence of Part E, Section 1.1.2.C, as shown on Exhibit I attached hereto, apply only to splitter equipment that has not been deployed by the Parties prior to the date of this Motion.

SECTION 2: GENERAL CONDITIONS

1. The Department will have continuing jurisdiction to enforce any and all terms of this Motion. This Motion is expressly conditioned upon the Department's acceptance of all provisions hereof, without change or condition. If the Department is unable or does not by order accept this Motion in its entirety, the Motion will be deemed null and void and shall not constitute any part of this proceeding or be used for any other purpose.

2. The negotiation of this Motion has been undertaken with the understanding that all offers or settlement and discussions relating thereto are and shall be privileged, shall be without prejudice to the positions of any Party, and are not to be used in any manner in connection with these or any other proceedings involving one or more of the Parties to this proceeding or otherwise without the written consent of the Parties.

3. The following signatories to this Motion agree to use its best efforts to support this Motion and to obtain its approval by the Department. This Motion shall not be construed as a waiver or admission by any Party of any position that it has previously taken in any proceeding before the Department.

WHEREFORE, Verizon MA and the Parties that have signed below jointly move for the entry of an order by the Department granting this Motion.

Respectfully submitted,

VERIZON MASSACHUSETTS

Its Attorney,

Barbara Anne Sousa
185 Franklin Street, Rm. 1403
Boston, Massachusetts 02110-1585
(617) 743-7331

COVAD COMMUNICATIONS COMPANY

Its Attorney,

Antony Petrilla
Hamilton Square
600 14th Street, N.W., Suite 750
Washington, D.C. 20005-2088
(202) 220-0418

Dated: July 25, 2001

Verizon New England Inc.

1. Collocation
1.1 Description

1.1.1 General	
A.	Collocation provides for access to central office cross connect points that may serve as a point of interconnection for the exchange of traffic with the Telephone Company, or for purposes of accessing unbundled network elements in those Telephone Company central offices.
B.	Physical and virtual collocation are available through fiber optic, microwave facilities or leased facilities of a third party. Collocation may be accomplished through physical collocation, virtual collocation or both, except in those instances where insufficient space is available to accommodate physical collocation.

1.1.2 Service and Installation Intervals	
A.	<p>The physical and virtual collocation arrangement implementation interval is 76 business days for all standard arrangement requests which were properly forecast six months prior to the application date. Intervals for non-standard arrangements shall be mutually agreed upon by the CLEC and the Telephone Company. The interval for collocation augments where the necessary infrastructure is installed and available for use is 45 business days in accordance with the terms and conditions approved by the Carrier Working Group. Such augments are limited to the following.</p> <ol style="list-style-type: none">1. 600 line share or line split facilities; or2. 800 2W voice grade terminations; or3. 400 4W voice grade terminations; or4. 24 DS3 terminations; or5. 28 DS1 terminations; or6. 12 fiber terminations; or7. 1 A&B feed fused at 60 amps or less; or8. Conversion of 2W voice grade to 4W voice grade (minimum 100, maximum 800). All pairs must be spare and in consecutive 100 pair counts in the same connector block.
B.	<p>The following standard implementation milestones will apply unless the Telephone Company and the CLEC jointly decide otherwise. The Telephone Company and the CLECs shall work cooperatively in meeting these milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones.</p> <ol style="list-style-type: none">1. Day 1—CLEC submits completed application and associated fee.2. Day 8—Telephone Company notifies CLEC that request can be accommodated and advises of due date.3. Day 45—Augment (as defined in Section 1.1.2A preceding) completes.

Issued:
Effective:

Robert Mudge
President-MA

Verizon New England Inc.

1. Collocation
1.1 Description

1.1.2 Service and Installation Intervals	
B. (Continued)	
4.	Day 76 —Collocation arrangement completes. Telephone Company and CLEC attend collocation acceptance meeting. Telephone Company turns over multiplexing node to CLEC. Day 76 also applies to completion of other augments not included in Section 1.1.2.A preceding.
C.	In virtual collocation, the time period that it takes a CLEC to deliver the equipment upon notification to a CLEC that the Telephone Company is able to begin installing CLEC equipment will not be counted towards the provisioning interval. In addition, when the Telephone Company notifies a CLEC that training is required to provision the virtual collocation arrangement, the time period needed for the CLEC to coordinate the training, but not the training itself, will not be counted towards the provisioning interval.
D.	Raw space conversion timeframes fall outside the normal intervals and are negotiated on an individual case basis based on negotiations with the site preparation vendors. The Telephone Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLECs of the time estimates as soon as possible.
E.	Forecast Requests
1.	The Telephone Company will request from the CLECs forecasts on a semi-annual basis, with each forecast covering a two year period. The CLECs will be required to update the near-term (6 month) forecasted application dates.

(C)
 (C)
 (X)
 (X)

Issued:
Effective:

Robert Mudge
President-MA

45 Business Day Augment Interval Timeline

6/19/01

Business Days

-60	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45
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➡ Forecast prepared and submitted by CLEC

➡ Completed Application received from CLEC

● Clock Stops If Application Incomplete

Application disseminated to Engineering

Preliminary Site Survey Performed

VZ queries if CLEC not efficiently using existing capacity

Verizon notifies CLEC of Due Date and Estimated Costs

CLEC accepts and submits 50% deposit

● Clock Stops If deposit not submitted by Day 17 (Application placed on hold)

CCR (Capacity Creation Request) issued

RFQ issued to vendor, vendor accepts

VZ and vendor schedule and perform detailed site survey

Vendor engineers job

Vendor develops material list and specification

Vendor orders material (cable/blocks, etc.)

CLEC notified of splitter delivery location and date (Line Share Option C only)

Material ships and is received at vendor warehouse

CLEC provided splitters delivered to vendor warehouse (Line Share Option C only)

MOP Performed

VZ notifies CLEC of any issues that will impact job completion

Installation Commences

● Clock Stops If material or splitters not received

Vendor installs splitters and cabling

Vendor completes installation

EOJ Walk-thru
Quality Audit
Update Inventory
CFA to CLEC

45 Business Day Augment Interval Timeline
6/19/01

Requirements for Deployment of 45 Business Day Augment Interval

- Infrastructure to support the requested augment must be in place (i.e.: cable racking from common area to distributing frames, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.)
- Verizon reserves the right to negotiate longer intervals if the CLEC has not reasonably forecasted augment requirements consistent with the appropriate tariff forecasting terms & conditions, where applicable
- Limited to single augments requests as follows:

- 800 2W Voice Grade Terminations
 - or 400 4W Voice Grade Terminations
 - or 600 Line Share/Split Facilities
 - or 28 DS1 Terminations
 - or 24 DS3 Terminations
 - or 12 Fiber Terminations
 - or 2 Feeds (1A & 1B) DC power fused at 60 amps or less
 - or Conversion of 2W VG to 4W VG (min 100 - max 800)
- Note: All pairs must be spare and in consecutive 100 pair counts.

Guidelines for Deployment of 45 Business Day Augment Interval

- Verizon reserves the right to negotiate longer intervals if the CLEC is not efficiently using existing terminations or facilities and cannot demonstrate an immediate need for a 45 business day augment interval.
- CLEC must install sufficient equipment to support requested terminations/facilities
- CFA will be delivered at completion of augment
- In large central offices with complex cable runs (i.e.: multiple floors) VZ may request to negotiate extensions to the 45 business day interval
- CLEC may elect to pay expedite charges for material delivery (i.e.: cable) to insure interval is met

Verizon New England Inc.

1. Collocation

1.1 Description

1.1.1 General

- | | |
|----|---|
| A. | Collocation provides for access to central office cross connect points that may serve as a point of interconnection for the exchange of traffic with the Telephone Company, or for purposes of accessing unbundled network elements in those Telephone Company central offices. |
| B. | Physical and virtual collocation are available through fiber optic, microwave facilities or leased facilities of a third party. Collocation may be accomplished through physical collocation, virtual collocation or both, except in those instances where insufficient space is available to accommodate physical collocation. |

1.1.2 Service and Installation Intervals

- | | | |
|----|--|-------------------|
| A. | <p>The physical and virtual collocation arrangement implementation interval is 76 business days for all standard arrangement requests which were properly forecast six months prior to the application date. Intervals for non-standard arrangements shall be mutually agreed upon by the CLEC and the Telephone Company. The interval for collocation augments where the necessary infrastructure is installed and available for use is 45 business days in accordance with the terms and conditions approved by the Carrier Working Group. Such augments are limited to the following.</p> <ol style="list-style-type: none"> 1. 600 line share or line split facilities; or 2. 800 2W voice grade terminations; or 3. 400 4W voice grade terminations; or 4. 24 DS3 terminations; or 5. 28 DS1 terminations; or 6. 12 fiber terminations; or 7. 1 A&B feed fused at 60 amps or less; or 8. Conversion of 2W voice grade to 4W voice grade (minimum 100, maximum 800). All pairs must be spare and in consecutive 100 pair counts in the same connector block. | (C) |
| B. | <p>The following standard implementation milestones will apply unless the Telephone Company and the CLEC jointly decide otherwise. The Telephone Company and the CLECs shall work cooperatively in meeting these milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones.</p> <ol style="list-style-type: none"> 1. Day 1—CLEC submits completed application and associated fee. 2. Day 8—Telephone Company notifies CLEC that request can be accommodated and advises of due date. 3. Day 45—Augment (as defined in Section 1.1.2A preceding) completes. | (C)
(C)
(N) |

Verizon New England Inc.

1. Collocation

1.1 Description

1.1.2 Service and Installation Intervals	
B. (Continued)	
4.	Day 76—Collocation arrangement completes. Telephone Company and CLEC attend collocation acceptance meeting. Telephone Company turns over multiplexing node to CLEC. Day 76 also applies to completion of other augments not included in Section 1.1.2.A preceding.
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D.	Raw space conversion timeframes fall outside the normal intervals and are negotiated on an individual case basis based on negotiations with the site preparation vendors. The Telephone Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLECs of the time estimates as soon as possible.
E. Forecast Requests	
1.	The Telephone Company will request from the CLECs forecasts on a semi-annual basis, with each forecast covering a two year period. The CLECs will be required to update the near-term (6 month) forecasted application dates.

(C)

(C)

(X)

(X)

**ERRATA TO
VERIZON VA'S AUGUST 30 CORRECTED VERSION OF ADVANCED SERVICES
PANEL REBUTTAL TESTIMONY (Exhibit 16)**

On page 21, line 1, delete "1999" and insert "2000".

Vzn 44

**AT&T Communications Of Virginia, Inc.
Response to Verizon Virginia's Second Set Of Data Requests To AT&T
CC Docket No. 00-251
July 12, 2001**

VZ-VA 2-8 Is it AT&T's contention that it does not have to line split with any CLEC that wants to provide data services over a UNE-P or UNE-L that AT&T purchases from an ILEC?

AT&T Response:

AT&T, unlike the incumbent LEC, is not subject to a legal requirement to unbundle its network or negotiate interconnection agreements with other carriers for the provision of line sharing or line splitting. Nevertheless, AT&T may elect to enter into business arrangement with other CLECs (or even affiliates of the ILEC) that provided for a service equivalent to line sharing offered by the ILEC. In all events, when AT&T acquires the unbundled loop from the ILEC (whether in the form of UNE-P or UNE-L), AT&T gains the right to use the entire loop to provide any telecommunications service. As such, without a prior arrangement with AT&T for joint use of a loop UNE obtained by AT&T, another carrier could not establish service using that loop.

ATT OBJECTS: requests admission to
entire testimony document.
VZ will MODIFY & replace.

VERIZON
EXHIB. 45

✓ Admitted 10-9-01
No objections 10:10a

1 PLACE: Dobbs Building, Raleigh, North Carolina

2 DATE: August 1, 2000

3 TIME IN SESSION: 9:00 a.m. - 12:30 p.m.

4 BEFORE: Chair Jo Anne Sanford, Presiding
5 Commissioner Ralph A. Hunt
6 Commissioner Judy Hunt
7 Commissioner William R. Pittman
8 Commissioner J. Richard Conder
9 Commissioner Robert V. Owens, Jr.
10 Commissioner Sam J. Ervin, IV

11 IN THE MATTER OF:

12 Docket Number P-140, Sub 73
13 and Docket Number P-646, Sub 7.

14 AT&T Communications and TCG of the Carolina's
15 Arbitration with BellSouth Telecommunications.

16 VOLUME 2

17 A P P E A R A N C E S:

18 FOR AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.:

19 Jim Lamoureux, Senior Attorney
20 Suzanne Ockleberry
21 1200 Peachtree Street
22 Atlanta, Georgia 30309

23 Marsha E. Rule, Senior Attorney
24 101 North Monroe Street
Tallahassee, Florida 32301

Margaret Rhodes
McKenna & Cuneo
1900 K Street
Washington, DC 20006

1 Q. PLEASE STATE YOUR NAME, ADDRESS, AND OCCUPATION.

2

3 A. My name is David L. Talbott. My business address is 3737 Parke Drive,
4 Edgewater, Maryland 21037. I am a District Manager in Local Services and
5 Access Management group in AT&T Network Services.

6 Q. PLEASE PROVIDE YOUR BACKGROUND AND PROFESSIONAL
7 EXPERIENCE AS THEY RELATE TO THE ISSUES IN THIS
8 PROCEEDING.
9

10 A. I started with AT&T Long Lines Department in 1976. From 1979 through 1988, I
11 held various management positions in engineering related to the design and
12 implementation of private line services. From 1988 through 1998, I developed
13 and managed numerous business relationships between AT&T and selected
14 Competitive Access Providers and Competitive Local Providers. My
15 responsibilities required that I address and resolve both technical and business
16 issues, including the interconnection of the respective networks. From February
17 through August of 1999, I was the Business Development Manager for AT&T's
18 Internet Protocol Cable Telephony Project. My responsibilities included assessing
19 the technical capabilities of selected vendors and contracting the best-qualified
20 vendors to assist AT&T in its development of Internet Protocol cable telephony
21 technology. As of September 1999, I was assigned to my current position, where I
22 am responsible for the development and negotiation of interconnection
23 agreements between AT&T and incumbent local exchange carriers, focusing on
24 network interconnection issues.

1 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS
2 PROCEEDING?
3

4 A. First, to show the Commission that the AT&T and BellSouth networks should be
5 interconnected on an equivalent basis, even though the two network architectures
6 are substantially different. (Issue 9.) Second, to describe to the Commission how
7 AT&T's network interconnection solution would benefit AT&T, BellSouth, and
8 North Carolina consumers. And third, to demonstrate that the geographic area
9 covered by AT&T's switches is comparable to the geographic area covered by
10 BellSouth's tandem switches. (Issue 14.)

11 I. Interconnection Issues

12 Q. BEFORE DISCUSSING INTERCONNECTION, WOULD YOU CLARIFY
13 CERTAIN INTERCONNECTION TERMS THAT YOU USE IN YOUR
14 TESTIMONY?

15 A. Yes.
16

17 Q. WHAT IS THE DIFFERENCE BETWEEN A POINT OF
18 INTERCONNECTION (POI) AND AN INTERCONNECTION POINT (IP)?
19

20 A. Throughout the telecommunications industry these two terms are sometimes used
21 interchangeably, sometimes differently. To any avoid confusion, in my testimony
22 when I refer to POI, I mean a point where the two parties' networks physically
23 interconnect. For example, where the Telecommunications Act of 1996 provides

1 that a CLP may interconnect with an ILEC at any technically feasible point on the
2 ILEC's network, that point would be a POI.

3 In my testimony, IP means the point where financial responsibility for providing
4 network interconnection facilities shifts from one party to the other. If one party
5 were to use facilities it owns and controls to deliver interconnection traffic
6 originated on its network to the other party's IP, then the POI and IP would be the
7 same point. If, however, one party were to lease facilities from the other party to
8 deliver interconnection traffic originated on its network to the other party's IP,
9 then the POI and IP would be at two different points. Attachment 1 to my
10 testimony illustrates the distinction between POI and IP. See Attachment 1
11 (which was prepared by me or under my direction).

12 Q. WHY IS THE DISTINCTION BETWEEN POI AND IP IMPORTANT?
13

14 A The key to resolving the dispute between BellSouth and AT&T is determining
15 where each party's financial responsibility begins and ends with respect to
16 providing interconnection facilities (*i.e.*, where is the IP located?). The parties
17 have agreed that they may satisfy their financial obligation by using their own
18 facilities or leasing facilities from the other party or a third party (*i.e.*, the
19 originating party may determine the location of the POI for its originating traffic).
20 In reading and evaluating network interconnection testimony, the Commission
21 should be careful not to confuse POI with IP and should seek clarification from
22 any witness that does not make this distinction in their testimony.

Verizon Virginia Inc.

LOCAL ACCESS TRANSPORT AREAS AND INDEPENDENT MARKETING AREAS (Including Independent Telephone Company Areas Associated with each LATA)

NORFOLK LATA - No. 252

Associated Telephone
Companies:
Verizon South Inc.

RICHMOND LATA - No. 248

Associated Telephone
Companies:
Amelia Telephone Corp.
Buggs Island Tel. Co-op.
Sprint/Central Tel. Co. of Va.
Verizon South Inc.

CULPEPER LATA - No. 246

Associated Telephone
Companies:
Sprint/Central Tel. Co. of Va.
Verizon South Inc.

LYNCHBURG LATA - No. 250

Associated Telephone
Companies:
Peoples Mutual Tel. Co. Inc.
Sprint/Central Tel. Co. of Va.
Verizon South Inc.

ROANOKE LATA - No. 244

Associated Telephone
Companies:
CFW Tel. Inc.
Citizens Tel. Co-op.
Highland Tel. Co-op.
Mountain Grove-Williamsville
New Castle Tel. Co.
New Hope Tel. Co.
North River Tel. Co-op.
Pembroke Tel. Co-op.
R&B Telephone
Scott County Tel. Co-op.
Sprint/Central Tel. Co. of Va.
Verizon South Inc.
Virginia Telephone Co.

**WASHINGTON D.C. LATA
(VA PORTION) - No. 236**

Associated Telephone
Companies:
Verizon South Inc.

**Part of Charleston, WV
BOC LATA - No. 254**

INDEPENDENT MARKETING AREAS IMAs

Part of Bluefield, WV IMA - No. 932
Virginia Independent Tel. Co.
Verizon South Inc.

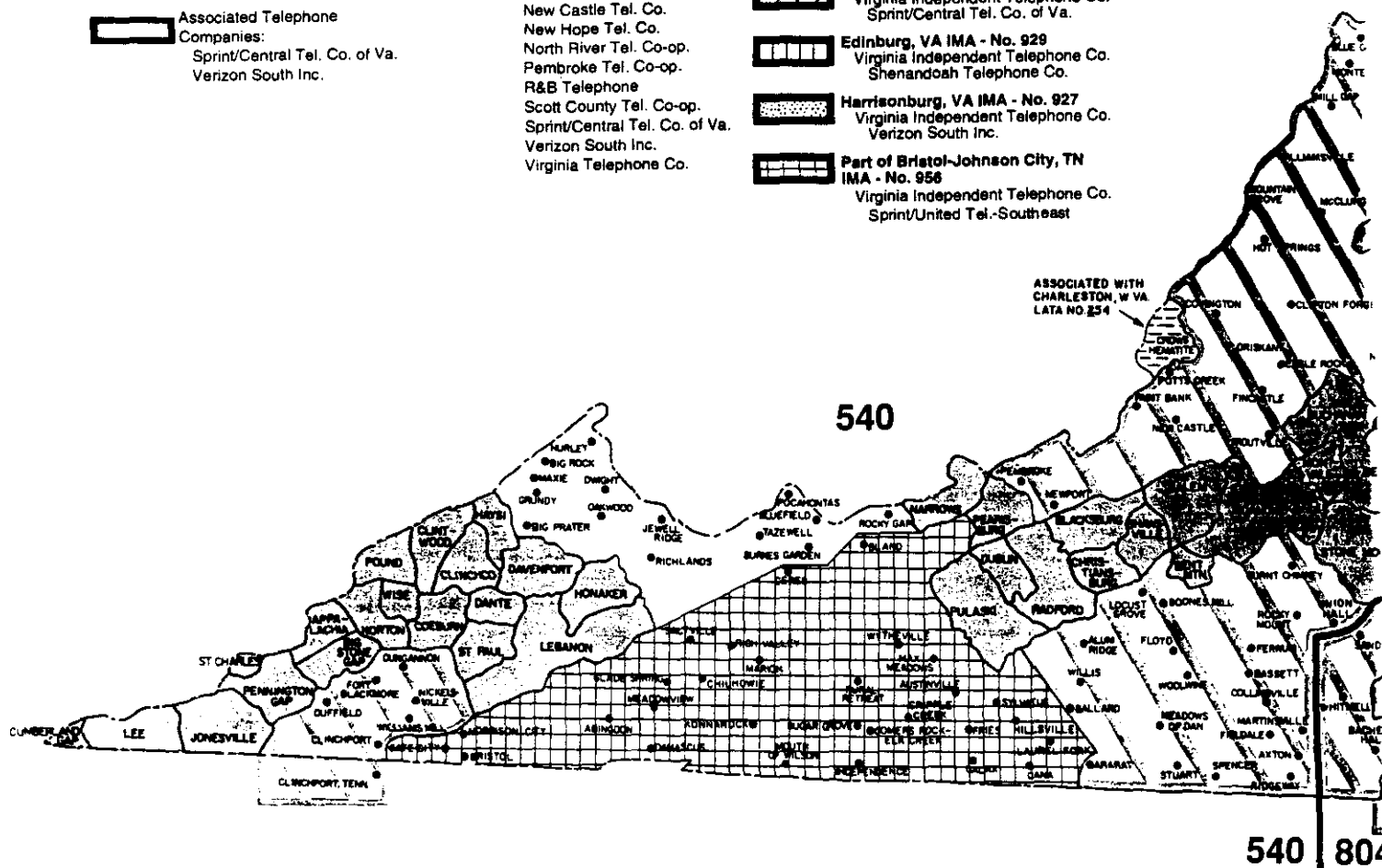
Charlottesville, VA IMA - No. 928
Virginia Independent Telephone Co.
Sprint/Central Tel. Co. of Va.

Edinburg, VA IMA - No. 929
Virginia Independent Telephone Co.
Shenandoah Telephone Co.

Harrisonburg, VA IMA - No. 927
Virginia Independent Telephone Co.
Verizon South Inc.

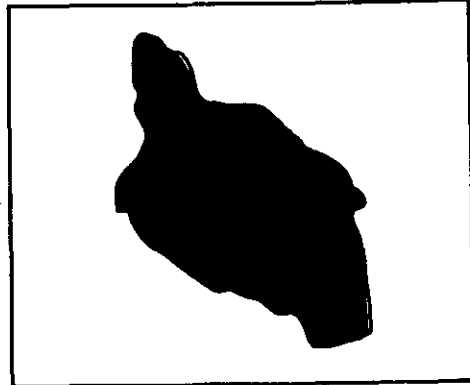
**Part of Bristol-Johnson City, TN
IMA - No. 956**
Virginia Independent Telephone Co.
Sprint/United Tel.-Southeast

ASSOCIATED WITH
CHARLESTON, W VA
LATA NO. 254



V2 EXHIB 46
 ✓ Admitted
 No objection

VA PORTION OF THE
 WASHINGTON METROPOLITAN EXCHANGE AREA



Insert

